

D. REMARKS

Claims 1, 2, 4, 5, 9, 11, 12, 13, 15, 16, 17 are currently pending.

Claims 1, 4, 5, 9, and 13 have been amended herein.

Claims 15, 16, 17 have been added.

Claims 3, 6, 7, 10 have been canceled with this amendment.

In response to the Final Office action dated 5/21/2003, Applicant resubmits that Ferguson fails to disclose a selectable state indicative that the buyer desires to purchase a desired item from a first merchant if a previous transaction which bought another item from a second merchant can be canceled. Furthermore, Ferguson fails to teach that *in response to* associating such a conditional state *with a first item*, that a series of steps are triggered, as claimed, to cancel a previous transaction *with respect to a second item*. In contrast, Ferguson (column 2, lines 38-40) discloses that the user must take an action upon the second item if it is to be deleted. Canceling a transaction for a second item in Ferguson is not triggered by a selected state for a first item. Likewise, further processing of the first item is not dependent upon canceling the second item. The item in the shopping cart of Ferguson can still be processed even though the other item was not deleted or canceled. Consequently, the buyer can end up with two purchased items when only one was desired.

Applicant asserts that the examiner's 112 rejection is not well founded. An example of a committed transaction is given in the spec (page 3, lines 21 – 24) as a purchase. Likewise, an example of canceling a committed transaction is illustrated by

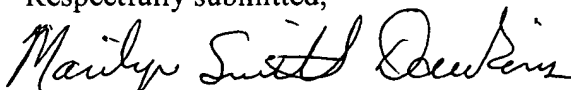
allowing for order cancellation if a product has not been shipped. Cancelling a committed transaction (and likewise canceling a debt), may involve the mere grace or mercy of one party over the other or it may involve other consideration, monetary or otherwise (see page 7, lines 14-20 of the application). Canceling legal obligations (likewise committed transactions) have been recorded for over 2000 years (see the Bible). As such, the use of the terms "canceling a committed transaction" is not "repugnant" to its usual meaning, as the examiner has declared.

With respect to the examiner's 102 rejection, even though Ferguson discloses that product selection data is transferred from one computer to another, Ferguson does not disclose that in response to selecting a state of a first item, a second item will be canceled. This dependency is found in the claims as amended.

Likewise, with respect to the examiner's 103 rejection, this limitation is not taught or suggested by the combination of Ferguson and Walker.

In view of the foregoing, allowance of the current pending claims is respectfully requested. If the Examiner feels that the pending claims could be allowed with minor changes, the Examiner is invited to telephone the undersigned to discuss an Examiner's Amendment.

Respectfully submitted,



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